

POLICY: INDIVIDUAL/GUARDIAN RESPONSIBILITIES WHILE RECEIVING WAIVER FUNDED SERVICES

POLICY STATEMENT: It is the policy of the Bureau of Developmental Disabilities (BDDS) that individuals, or their legal representative when indicated, participate actively and responsibly in the administration and management of their waiver funded services.

DETAILED POLICY STATEMENT:

BDDS supports and encourages individual choice in the development of an Individualized Support Plan and in the selection of service providers.

Successful service delivery is dependent upon the collaboration of the Individualized Support Team (IST) and entities with oversight responsibilities, including the Bureau of Quality Improvement Services (BQIS).

The individual receiving services is the most prominent member of the IST, making their participation and cooperation in waiver service planning and administration essential.

INFORMATION SHARING

The Individual (or the Individual's legal representative when indicated) shall upon request from BDDS, BQIS or a DDRS contracted vendor, provide needed information that may include:

- A. medical information relevant to the individual receiving services;
- B. financial information relevant to the individual and the waiver program;
- C. information necessary for completion of a BQIS survey;
- D. information relevant to a BDDS reportable incident;
- E. information relevant to a BQIS complaint; and
- F. other information as determined necessary by BDDS, BQIS or the Case Management vendor, to administer and/or manage waiver services delivered to the individual.

CHANGING PROVIDERS

- A. The individual (or the individual's legal representative when indicated) shall complete all actions as requested by BDDS to secure a replacement provider within:
 - a. 30 days from the date the change is requested by the individual or BDDS;
 - b. 60 days when the provider gives notice of terminating services to the individual.

PARTICIPATING IN RISK PLAN DEVELOPMENT AND IMPLEMENTATION

The individual (or the individual's legal representative when indicated) shall participate in:

- A. the development of risk plans for the individual, per current BDDS and/or BQIS procedures; and
- B. the implementation of risk plans developed for the individual, in lieu of documented risk negotiation with the individual's Individualized Support Team, and a signed risk non-agreement document.

ALLOWING REPRESENTATIVES OF THE STATE INTO THE INDIVIDUAL'S HOME

The individual (or the individual's legal representative when indicated) shall allow representatives from BDDS, BQIS and/or a DDRS contracted vendor into the individual's home for scheduled visits to execute:

- A. routine waiver service activities;
- B. follow-up on health and safety concerns for the individual;
- C. complaint investigations related to the individual; and
- D. other purposes as determined necessary by BDDS or BQIS.

CONSEQUENCES FOR NON-PARTICIPATION

Should an individual (or their legal representative when indicated) choose to:

- A. not share information as described in this policy; and/or
- B. not complete actions necessary for changing providers as described in this policy; and/or
- C. not participate in risk plan development and implementation as described in this policy; and/or
- D. not allow representatives of the state into the individual's home as described in this policy,

BDDS shall give written notice of intent to terminate the individual's waiver services to the individual (or the individual's legal representative when indicated) on a given date that is no less than 30 days from the date of the written notice.

APPEAL OPTION

- A. Should an individual (or the individual's legal representative when indicated) wish to appeal a termination of waiver services as described in this policy, they shall do so in writing to the DDRS Director within 15 days of the date of the written notice from BDDS.
- B. The DDRS Director shall notify the individual (or the individual's legal representative when indicated) and BDDS of a decision regarding an appeal, prior to the date of termination included in the written notice from BDDS.

DEFINITIONS:

"BDDS" means Bureau of Developmental Disabilities Services as created under IC 12-11-1.1-1.

"Individualized Support Team" or "IST" means a team of persons, including:

- 1. an Individual;
- 2. the Individual's Legal representative, if applicable;

3. the Individual's Providers;
4. the Individual's Case Manager, if indicated;
5. a BDDS representative; and
6. other persons identified by the Individual or the Individual's Legal representative, if applicable, who assist the Individual in the development and implementation of the Individual's ISP.

"BQIS" means Bureau of Quality Improvement Services as created under IC 12-12.5.

REFERENCES:

IC 12-9-2-3;
IC 12-11-1.1;
IC 12-11-2.1;
IC 12-12.5-1-3

Approved by: Julia Holloway, DDRS Director -

A handwritten signature in black ink, reading "Julia Holloway". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.